

**EXHIBIT  
A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

GIDDY HOLDINGS, )

Plaintiff/Counter Defendant )

)

VS.

)CIVIL ACTION

)NO. 1:20-cv-00434

ERNEST KIM, )

Defendant/Counter Plaintiff )

**CERTIFIED  
TRANSCRIPT**

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VIDEOTAPED REMOTE ORAL DEPOSITION OF

BRETT JACOBSON

JULY 1, 2021  
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VIDEOTAPED REMOTE ORAL DEPOSITION OF

BRETT JACOBSON, produced as a witness at the instance of the DEFENDANT, and duly sworn, was taken in the above-styled and numbered cause on the 1st day of July, 2021, from 1:05 p.m. to 5:45 p.m., before Kathryn R. Baker, CSR, RPR, in and for the State of Texas, reported by machine shorthand, at the offices of Giddy Holdings, 1209 E Cesar Chavez Street, in the City of Austin, State of Texas, pursuant to the Federal Rules of Civil Procedure.

1 Dallas. He claimed that the -- the reason he wasn't  
2 willing to -- to go to the testing facilities was because  
3 there was no point in him staying in Austin, because the  
4 hotel that he was staying at wouldn't allow him to  
5 continue staying there, it's like, since he was positive  
6 for COVID.

7 I asked him why it was that he decided he  
8 was going to, it's like, show up and put that on -- show  
9 up in the office when he thought he was sick already, for  
10 which he had no excuse, and then made up the fact that he  
11 had -- he thought it was allergies. Which is the complete  
12 opposite of what he told me in the office prior to that,  
13 when he faked taking medication in front of me.

14 Would you like me to go into detail about  
15 that? Because I can see your eyes getting wide.

16 **Q. I'm just writing notes.**

17 A. Your eyes got wide. I'm looking at you. So if  
18 you'd like me to tell you --

19 **Q. I know, it's fine.**

20 A. -- how he faked taking medication, I would be  
21 happy to.

22 **Q. Yes, I would. I would like that. Thank you.**

23 A. So he came -- Mr. Kim came into my office. At  
24 which point he made a spectacle and said that he had --  
25 was running a fever, that he had been coughing and had

1 body aches, that these were all signs of COVID, and that  
2 he absolutely had COVID and needed to leave the office.

3 And then he made a spectacle of taking out  
4 a pack of pills to take the medication because he was  
5 feeling so sick. And I asked him why it was that he would  
6 come to the office if he felt sick, and he said, Oh, well,  
7 I didn't feel sick. I said, That's not what you just  
8 said. You said you felt sick and you came to the office  
9 anyway during a pandemic. Why would you do that? And he  
10 said, Oh, no, it was just body aches and coughing and  
11 chills. I said, Those are all symptoms for COVID, why  
12 would you have come to the office?

13 Then he said, Well, you won't let me leave?  
14 And I said, Of course, leave. If you're sick, you should  
15 leave immediately. I don't understand why you came in.  
16 He then made a spectacle and said, I have to go and take  
17 these pills.

18 I followed him out of my office after he  
19 walked out the door and watched him throw the pills in the  
20 garbage and then proceed to walk outside and get into his  
21 car.

22 At that point, he sent a Slack message to  
23 the entire office telling them that he had COVID.

24 On the phone call I referenced all this.  
25 And I said, I watched you. You made these things up.

1 McClelland?

2 A. Yes.

3 Q. All right. And is that M-C-C-L-E-L-L-A-N-D?

4 A. I don't know.

5 Q. You mentioned he had a contract to fund the  
6 company that he did not honor?

7 A. Correct.

8 Q. All right. And did the company pursue  
9 Mr. McClelland for breach of that agreement?

10 A. No. That would be a pretty foolish lawsuit to  
11 bring.

12 Q. Okay. Is that -- I take it the answer is no,  
13 correct?

14 A. No.

15 Q. All right. And I think you mentioned that, just  
16 at the end or just before the break, there was another  
17 investor or investors that did not fund as they promised  
18 to do.

19 Who else was that?

20 A. Nathan Bernstein.

21 Q. And how much funding did he commit to?

22 A. \$300,000.

23 Q. Okay. And did he ever eventually fund or pay  
24 into the company?

25 A. No.

1 Q. And what was Mr. Bernstein -- Bernstein's reason  
2 for not funding the \$300,000?

3 A. The Twitter comments and not knowing what the  
4 consequences of those would be.

5 Q. And the Twitter comments by Mr. Kim?

6 A. Correct.

7 Q. Okay. And did -- am I saying that right?  
8 Bernstein?

9 A. Bernstein.

10 Q. Bernstein.

11 Mr. Bernstein communicate any of this to  
12 you in writing?

13 A. I don't recall if it was all text message -- if  
14 it was text messages or just phone calls. I would have to  
15 look.

16 Q. Do you know if there are any e-mails from  
17 Mr. Bernstein regarding not funding the company?

18 A. I don't recall.

19 Q. Same question for Mr. McClelland; did he  
20 communicate any of those -- any of the conversations about  
21 not funding the company, did he communicate with you about  
22 that in writing?

23 A. I don't recall.

24 I'm sorry; what was that?

25 Q. Who? Me?

1 wanted to interview a chief marketing officer?

2 A. To hire a chief marketing officer.

3 Q. Okay. But was there some specific reason in  
4 doing that?

5 A. A specific reason in doing what, interviewing a  
6 chief marketing officer?

7 Q. Right. You said you were the chief marketing  
8 officer before Mr. Kim.

9 Was it because you wanted to delegate that  
10 responsibility or those responsibilities to somebody else?

11 A. We wanted somebody with experience who could  
12 grow a company, who had worked with larger companies, who  
13 knew how to create partnerships, who knew how to build,  
14 it's like, brands, it's like, larger brands, and had  
15 experience in working with these companies. All the  
16 things that Mr. Kim claimed he had experience in doing.  
17 None of which he does.

18 Q. Okay. And -- okay.

19 The first meeting you had with Mr. Kim, did  
20 you guys meet in person?

21 A. We first spoke on the phone. We then met in  
22 person.

23 Q. All right. Was that meeting in Austin?

24 A. Yes.

25 Q. Okay. And was it just yourself and Mr. Kim?

1           A. As well as the instructions that are given to  
2 every employee, it's like, when they start working with  
3 the company as to how they're supposed to log in, where  
4 they're supposed to log in, that they're not to delete or  
5 destroy any information, under any circumstances, which is  
6 part of what leads us to the problem that, it's like,  
7 Mr. Kim created by deleting and wiping all the information  
8 from his laptop.

9                   It's like when he went and deleted  
10 contracts he had, con -- communications with other  
11 vendors, e-mails, deleting -- we didn't even know about  
12 contracts he entered into, which, mind you, he had no  
13 authority to do so. And those companies then hit us up  
14 for bills. It's like for \$20,000 for campaigns he had  
15 authorized with no authorization to do so, had gone and  
16 entered into.

17                   It's like, all the data from  
18 those -- from -- from various, it's like, platforms that  
19 he deleted, which set us back months and cost us hundreds  
20 of thousands of dollars in revenue. Which I can document,  
21 because I can show, this is what it -- the amount of money  
22 that we generate off an ad, this is how long it takes for  
23 us to refine an ad, this is what the expected, it's like,  
24 grow-as is, this is the expected cap. This is the --  
25 these are the amount of profit that's generated off of

1 them.

2 He deleted all the data that allowed us to  
3 do so, not only for his own work, but for other people's  
4 work, because he was on shared drives with people.

5 So when he deleted all that stuff, he  
6 didn't only delete the stuff locally to that computer,  
7 deleted the stuff that was on shared drives. Cost us a  
8 fortune.

9 Q. Let's -- and let's -- let's dive into that now.

10 These contracts that you allege or the  
11 company alleges that Mr. Kim entered into --

12 A. I don't allege. He did it. The companies say  
13 that he did it. They contacted us asking for the money.  
14 There's no allegation here --

15 Q. Just let me finish.

16 The company alleges that Mr. Kim entered  
17 into these contracts without authority.

18 Who were those contracts with?

19 A. I don't know all of the companies, because,  
20 unfortunately, Mr. Kim deleted all the information. So  
21 some of the companies have contacted us through  
22 collections agencies coming to us and saying, You owe us  
23 \$20,000. And I say, For what? And they say, For the ads  
24 that were placed in blah, blah, blah. And I'm like, What  
25 company was this booked through? When was this booked?



1 We have no records of it. Oh, look at that, it's booked  
2 the entire time, it's like, that Mr. Kim was employed in  
3 the -- in the company.

4 Q. And what other companies do you know of?  
5 Which -- what companies are those?

6 A. I don't have that information in front of me.  
7 These are not companies that I work with.

8 You want to know about companies I work  
9 with on a regular basis, I can give you that information.

10 The companies that he dealt with that I had  
11 nothing to do with and that I never authorized spending  
12 money with, and that he chose to, it's like, then delete  
13 the information or run off with, it's like, there is no  
14 way -- I don't have any relationships with them. I don't  
15 know them. And I certainly don't know the collections  
16 firms they hired in order to pursue their -- their  
17 actions. It's like, that's all information that Mr. Kim  
18 has.

19 Q. Well, what companies are now pursuing collection  
20 against Giddy?

21 A. I don't have the information in front of me.

22 Q. Okay.

23 A. There are numerous advertising platforms.

24 Q. That Mr. Kim entered into contracts with?

25 A. Yes.

1                   And you just answered the question, but let  
2 me do it cleanly here.

3                   How much money, cost, damages did -- were  
4 caused by Mr. Kim entering into these contracts?

5           A.   Those are two different questions. Are you  
6 asking about damages or are you asking about the amount of  
7 money he spent with advertising companies without  
8 authorization?

9           Q.   I'm asking about damages that are being claimed  
10 in this lawsuit.

11                   So what amount of damages are being claimed  
12 by Giddy that were caused by Mr. Kim entering into these  
13 contracts?

14           A.   Hundreds of thousands of dollars. The exact  
15 dollar amount is depending on how, it's like, the court  
16 allows us and the judge allows us to demonstrate those  
17 damages and the exact dollar amount of them.

18                   But how much damages, hundreds of  
19 thousands. Not just the cost of the ads themselves, but  
20 the lost revenue that we missed out on because I had to  
21 pay bills for ads that never should have been run in the  
22 first place.

23                   The loss of our credit, it's like our  
24 standing -- as a result of being sent to collections for  
25 bills that I never authorized, that I never knew we were

1 going to be -- that we didn't even know existed.

2 Q. Have you or anyone on behalf of Giddy done any  
3 kind of calculation as to the amount of those damages?

4 A. We have.

5 Q. Okay. And what was the result of that  
6 calculation?

7 A. It depends on what -- where -- what -- over what  
8 time and what was going to be acceptable in terms of, it's  
9 like, valuing, it's like, a damage.

10 So, for example, a damage of credit and  
11 what it cost us in the extrapolated amount out versus the  
12 amount of an invoice that wasn't paid for a contract that  
13 should never have been entered.

14 No matter how you calculate it, it's  
15 hundreds of thousands of dollars. The exact dollar amount  
16 depends on the exact calculation that's going to be used  
17 in order to pin that down.

18 Q. Okay. So what -- what was the amount -- what's  
19 the amount of damages claimed for loss of credit?

20 A. I don't have the numbers in front of me.

21 Q. Okay. What is the amount of damages for the  
22 contracts that -- of just the face value of the contracts  
23 that Mr. Kim entered into?

24 A. Of the ones that I know of? Of the ones that I  
25 know of, approximately \$40,000. But that is not to say

1 that that's the full scope of them.

2 Q. All right. What is the amount of damages  
3 caused --

4 A. Oh; I'm sorry. I just need to interrupt here.  
5 You keep saying damages, and you're  
6 lumping -- you're commingling terms here.

7 Are you talking about the face value of  
8 these things or are you talking about the amount the  
9 company was damaged? Because my argument is to the amount  
10 of money that the company was damaged is millions of  
11 dollars.

12 The amount that we can actually seek in  
13 damages based on the statutory limits is a different  
14 conversation.

15 The amount of money that we actually had to  
16 pay out of pocket as a result of his actions is a  
17 different amount of money as well.

18 So you're talk -- you're commingling these  
19 all as what's the damages, and trying to pin me down to a  
20 single number, when that's not an accurate question to  
21 ask.

22 Q. Okay. Then I'll make it -- maybe try it this  
23 way.

24 The company is claiming damages were caused  
25 by Mr. Kim, correct?

1 Q. Okay. But there was at some point an investment  
2 by Mr. Kevin Harrington, correct?

3 A. No, there was not. Mr. Harrington is not as an  
4 individual. There is an entity that was controlled by  
5 Mr. Harrington that made an investment in the company, but  
6 Mr. Harrington did not personally invest in the company.

7 Q. Okay. And what's the name of the company that  
8 invested -- I don't want to say on behalf of Kevin  
9 Harrington, but what's the company affiliated with  
10 Mr. Harrington?

11 A. I can't remember the exact name. It's an  
12 acronym. It's like KCH something or other.

13 Q. Okay. And that company did at some point invest  
14 money into Giddy Holdings?

15 A. Yes, prior to Mr. Kim.

16 Q. Got it.

17 And then after the tweets, they have not  
18 invested again?

19 A. Correct.

20 Q. And we talked about Nathan Bernstein.

21 A. Uh-huh.

22 Q. Adam Blum; was Adam Blum an investor of Giddy  
23 Holdings?

24 A. No. Again, you're conflating individuals and  
25 entities. So there -- these are -- it's like, did -- was

1 round and invested again in the next round.

2 Q. Okay. All right. Okay. All right. Jumping  
3 over now to the -- the actual claims in this lawsuit. I  
4 want to try to go through these as quick as we can.

5 You understand that Giddy Holdings has  
6 clearly or, obviously, filed a lawsuit against Mr. Kim,  
7 asserting several causes of action.

8 Are you aware of that?

9 A. Yes.

10 Q. All right. One of the causes of action is the  
11 Computer Fraud and Abuse Act. And I'm just looking at the  
12 complaint here.

13 It says that Defendant, Mr. Kim, was not  
14 authorized to access Plaintiff's systems following his  
15 termination. However, Defendant gained access to same for  
16 the purpose of hiding, transferring, or deleting  
17 Plaintiff's protected information.

18 The question is: What protected  
19 information did Mr. Kim allegedly hide, transfer or  
20 delete?

21 A. I believe I have answered these questions.

22 All of the vendors that he did business  
23 with, AOs, IOs that he signed, as well as, it's like,  
24 agreements that he had signed, the data and recording  
25 of -- it's like, of ads and ad campaigns that had been

1 run, which he deleted from the system. Not only from his  
2 own computer, but also from, it's like the cloud that  
3 other people had access to that he was an authorized user  
4 on.

5 He deleted the information and data that  
6 was on the computer for companies he had pitched to. And  
7 partnerships that he had presented to other companies. I  
8 have no idea what he sent to -- to those companies.

9 There was confidential information about,  
10 it's like, how we structure and how we targeted, its like,  
11 people for advertising that he deleted off of the  
12 computers and off of, its like, connected network  
13 computers.

14 There was information about how we do, it's  
15 like, our allocations. There was information about  
16 strategies that he had been sent, it's like, which  
17 competitors, it's like, should have no access to that he  
18 deleted.

19 He deleted all kinds of data and  
20 information that we can't get back. It's like, I can't  
21 re-create -- I can re-create a pitch deck, but I can't  
22 re-create a -- it's like, the results of an ad campaign.  
23 And those -- the results of that allow us to determine how  
24 we can run the next ad campaign, and determine directly  
25 the effectiveness of the next ad campaign.

1 If I don't know whether or not an ad was  
2 successful or not, I now need to do that entire experiment  
3 again. I have to do that entire test over again. You're  
4 talking about hundreds of thousands of dollars' worth of  
5 testing for which I don't have any results because Mr. Kim  
6 has deleted it all.

7 Q. All right. So how do we know that he deleted  
8 this information?

9 A. He admitted that he deleted it all --

10 Q. But how --

11 A. -- in his own deposition.

12 Q. How do we know -- how do we know that he deleted  
13 -- well, strike that.

14 What -- where was this information kept?  
15 Was this kept in a cloud platform?

16 A. Both on his laptop, as well as in shared drives.

17 Q. Okay. And in these shared drives, have you or  
18 the company investigated what was there and what was  
19 deleted?

20 A. Yes.

21 Q. Okay. And so what -- as a result of that, what  
22 was deleted, not just categories, but where and how did he  
23 delete the information from the cloud?

24 MR. STOKER: Objection.

25 A. I don't understand what the question is.



1 see it. You can't delete that information in any way.

2 But when you're talking about data that's  
3 put on a third-party site, for the very nature of the way  
4 that those sites work, they don't keep that data. It's  
5 like, they don't access that data, then nor do they allow  
6 other people to access that data. If they allowed for  
7 that, it would defeat the purpose of anybody using a  
8 shared platform, shared drive, a cloud system, because  
9 they would say, oh, yeah, the FBI, you want the  
10 information, here you go; some other individual, you want  
11 the information, here you go.

12 When somebody deletes and wipes those  
13 drives, they wipe them. They're gone. You cannot get it  
14 back, it's like, after somebody does that.

15 And as he said in his own, it's like,  
16 testimony in his deposition, that he went online and  
17 looked at videos on how to wipe the computer and how to  
18 wipe these drives himself. It's like he watched the  
19 videos on how to do it. He didn't just return the  
20 property.

21 Any other time that we had an employee who  
22 is no longer with the company, they returned the computer  
23 to us intact, without going and accessing third-party  
24 systems, without accessing the information on the computer  
25 and wiping those things clean.

1 He wiped everything clean. It's like,  
2 reset everything to factory settings. And we lost data  
3 that cost us hundreds of thousands of dollars.

4 All of those ads needed to be run again  
5 because of his actions.

6 And I can demonstrate, and I have no  
7 problem doing so, that those same ads had to be run a  
8 second time because we didn't have the end results. And  
9 at no other time do we ever rerun ads again the exact same  
10 way, the exact same specifications. And I can document  
11 that, it's like, without any problem whatsoever. No  
12 problem doing so, because -- and the only reason that we  
13 had to do that was because of Mr. Kim's actions.

14 It's like, our -- we have employees at the  
15 company who will testify to that without any issue.

16 Q. Okay. Well, did -- did Giddy ever hire an  
17 outside company or any kind of computer forensic expert to  
18 see what information was deleted or --

19 A. We knew what information was deleted.

20 Q. What's that?

21 A. We know what information was deleted. We don't  
22 need a third party to tell us what was deleted. We know  
23 what was deleted.

24 Q. Well, how -- what "we" are you referring to?

25 A. Are you talking about -- you're talking about

1           A.     Well, there's two different aspects. One is the  
2     aspect of him threatening to disclose information, and  
3     that he was texting or Twitter with reporters, telling  
4     them that he was going to disclose information about the  
5     company. And he had a confidentiality agreement, so that  
6     was -- those were in his own words. We can go through and  
7     read each of those tweets into the record, but they're  
8     self-explanatory.

9                     He tells them that he is going to disclose  
10    confidential information. He tells them that he's going  
11    to do it publicly.

12                    In addition to which the mere fact that  
13    Metta World Peace is an investor is confidential  
14    information. That's something that he did not want  
15    anybody to know about, and he references it in the tweets.

16           Q.     Okay.

17           A.     So you're tying a man who specifically did not  
18    want to be a spokesperson, it's like, who was worried  
19    about his reputation and worried about being associated  
20    with a company for erectile dysfunction, it's like, and  
21    that's somehow tainting his other endorsement deals or his  
22    perception is being less in the -- in his -- less than his  
23    value, in terms of getting other endorsement deals, and  
24    then putting it on blast that he's involved in the  
25    company.

1 review this language.

2 A. Sorry; it's got to stop moving.

3 Q. There must be a lag or something.

4 A. Yeah, probably.

5 Can you slide it up further.

6 Q. Yeah.

7 A. (Witness reviews document.)

8 Yes.

9 Q. Okay. And so -- and just, again, so I know,  
10 what evidence of -- or what -- strike that.

11 What trade secrets are you claiming that  
12 Mr. Kim misappropriated?

13 A. This goes back to all the data that's on the  
14 computer, deleting the information. He clearly  
15 transferred the information, because he states in his  
16 tweets to third parties that he has the information.

17 So all of this talk about how Mr. Kim  
18 doesn't know what was deleted or doesn't have it, is --  
19 obviously, he's either lying to the Justice Department,  
20 lying to the Small Business Association, lying to all  
21 these organizations where he says he has it, or he's  
22 lying, it's like, and saying -- when he doesn't have it,  
23 it's like, or he actually did take it.

24 So which party is he lying to?

25 Q. But do you know --

1           A.     We know he deleted the information. We know he  
2     transferred the information, because we can see it. It's  
3     not there anymore. All of that information, it's like,  
4     was totally destroyed.

5           Q.     Okay. But do you know or are you aware of  
6     any -- any evidence that Mr. Kim used any trade secrets of  
7     Giddy and -- at his next job or some -- in some way to  
8     benefit him, you know, financially; meaning, did he -- did  
9     he give this to a competitor? Did he give the trade  
10    secrets away to someone? Is he using them for his own  
11    benefit?

12          A.     That, to my understanding, is not the full scope  
13    of this.

14                   Did he give information to third parties?  
15    I don't know. He was in possession of all kinds of  
16    confidential information. He reported to and said in his  
17    own deposition, he had all this stuff and had copies of  
18    stuff.

19                   It's like, he made those claims to the  
20    Justice Department and the SBA. He spoke to his  
21    brother-in-law at the FDA about our product. I don't know  
22    what he said to -- to these people. But whatever he said  
23    was either defamatory or it was a violation of trade  
24    secrets. There's no other -- there is nothing else it  
25    could.

1 Q. All right --

2 A. But there was -- I mean, so he took stuff he  
3 wasn't supposed to; he disposed of stuff he wasn't  
4 supposed to, or he lied, in which case it's defamation.

5 Pick your poison. Which one you want?

6 Q. Well, I'm only asking about any use of this --  
7 of the trade secrets.

8 So are you aware of any use of it? Not  
9 deleting it, but any use of this information --

10 A. Yes, he used to -- he used trade secrets and  
11 used information to go to -- it's like, to go to  
12 authorities.

13 It's like, as well as going to -- to  
14 Twitter and saying that he -- and telling the press he was  
15 disclosing information about the company.

16 There's no -- there's no question to  
17 whether or not he was disclosing anything that's  
18 confidential. There is an NDA and non-disparagement  
19 agreement with the company.

20 He texted, it's like, and messaged people  
21 that he knew. Here's a perfect example. He knew Mark  
22 Cuban was an investor and there was -- thought about  
23 investing in the company. We had meetings with him. And  
24 he referenced that in the tweet. He knew that -- that  
25 Metta World Peace was an investor in the company, and he

1 referenced that in the tweet.

2 So, yes, did he use confidential

3 information to attack the company? Yes, he did.

4 Q. Okay. All right. And those are -- so that

5 information, those are trade secrets; the identity of any

6 investors --

7 A. Absolutely.

8 Q. -- certain investors, those are trade secrets

9 that Giddy is alleging that Mr. Kim misappropriated?

10 A. Absolutely.

11 Q. All right. So Count 6, breach of fiduciary  
12 duties, do you see that?

13 A. Yes.

14 Q. And if you would like, go ahead and review that  
15 information.

16 A. (Witness reviews document.)

17 Yeah.

18 Q. All right. And the claim here is that Mr. Kim  
19 breached his fiduciary duties by deleting the information  
20 from his -- from his computer and e-mails, things of  
21 that -- things of that nature; is that correct?

22 A. Yes.

23 Q. Okay.

24 A. Breached his fiduciary duty by not, it's like,  
25 giving us accurate information on his resumé. He breached

1 maybe an internal employee to do that investigation?

2 A. Correct.

3 Q. All right. Was the hard drive actually was --  
4 was it mapped or was an image taken of the hard drive?

5 A. There was nothing on the hard drive.

6 Q. Okay. But that -- the question is: Was an  
7 image taken of the hard drive?

8 A. I don't know. I would have to ask.

9 Q. Are you aware of any inspection or analysis that  
10 has been done of the laptop to determine what was deleted  
11 or what was removed?

12 A. Yes.

13 Q. Okay. And what was that?

14 A. What do you mean?

15 Q. You said there was -- you've seen an analysis of  
16 that. I guess, tell me about that.

17 Who performed the investigation and what  
18 was the result of that investigation?

19 A. There were numerous developers and IT personnel  
20 at the company who sought to recover the information, who  
21 have years of background in this, who have, it's like, our  
22 one -- it's like, who has 30 years of experience and,  
23 actually, the highest levels of security clearances you  
24 could have in multiple -- in multiple fields, and work for  
25 the federal government. And they were unable to recover



1 anything.

2 Q. Okay. And was there a record done at the time?  
3 Was -- was there any kind of documentation of what they  
4 did to inspect the laptop?

5 A. I would have to ask.

6 Q. I think we're about to...

7 When -- one quick question, and I typically  
8 ask this at the beginning.

9 Have you ever been arrested at any point in  
10 time?

11 A. Never.

12 Q. Okay. Ever been convicted of a crime?

13 A. Never.

14 Q. Okay. All right. That is all that I have --

15 A. I'm sorry. Is -- is a speeding ticket  
16 considered a crime?

17 Q. Technically, yes.

18 A. I've had a speeding ticket. But other than  
19 that, no, I've never been arrested or been convicted of  
20 any crimes. Speeding ticket would be the only thing. I  
21 just want to clarify the record.

22 Q. Yeah. Well, same here. So...

23 But, no, that's -- I'm talking about things  
24 above speeding tickets.

25 A. No.